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**WARING AND WIFE V. BOSHER'S ADMR. AND OTHERS.**—Decided at Richmond, March 28, 1895.—*Keith*, P:

1. **WILLS**—*Construction—expressed intent.* The object in construing wills is to arrive at the true intent of the testator, but that intent is to be gathered from the language used; for the object of construction is not to ascertain the presumed or supposed, but the expressed, intention of the testator; that is, the meaning, which the words of the will, correctly interpreted, convey. A clearly expressed intention in one portion of a will is not to yield to a doubtful construction in another portion.

2. **WILLS**—*Construction—inconsistent clauses—general and specific provisions.*—If two provisions of a will are inconsistent, the latter must prevail. And if there be inconsistency between a general and specific provision, the specific must prevail, no matter in what order they come.

3. **WILLS**—*Construction—case in judgment.* A testator, by the first clause of his will, devises real estate to a daughter; by the second clause, he devises to two other daughters certain real and personal property, and "all income from the ferry and all other sources during their lives"; by the fourth clause, he devises to his two sons certain real estate, and then provides that "the city and marine stocks I give to C. M. Bosher's two children, William and Gabriella Bosher, and George L. Bosher's daughter, Ella F. Bosher, the city stock to William and Gabriella, and the marine stock to Ella F. Bosher."

*Held*: The last clause vests in Ella F. an absolute interest from the time of the death of the testator.

**CREWS' ADMR. V. HATCHER AND OTHERS.**—Decided at Richmond, April 25, 1895.—*Keith*, P:

1. **WILLS**—*Construction—"and" for "or"—heirs—vested remainder.* A testator by his will devised real estate to his wife for life. By a subsequent clause of his will he devised other real estate to his son, Edward M., and his daughter, Sarah, "to them *and* their heirs forever, to be equally divided between them." Then follows a clause in the following words: "*At the death of my said wife, Maria Updegraff, I direct that the remaining portion of my estate shall be equally divided among the said Edward M. Hatcher, Henry C. Hatcher and Sarah E. Clark, or their heirs, respectively, upon which final division the said Edward M. Hatcher and Sarah E. Clark shall account to the said Henry C. Hatcher for one-third part of the real estate herein devised to them, respectively, the value thereof to be estimated as of the date of which they may come in possession of the same.*"

*Held*: The last clause of the will created a vested remainder in Edward M., which took effect immediately upon the death of the testator, but the full enjoyment of which was postponed until the death of the first taker, the wife of the testator. The word "or" should be read "and," and the word "heirs" given its usual and legal signification.

2. **WILLS**—*Construction—words of survivorship after a life estate.* It is established law in Virginia, that after a bequest of an estate for the life of the first taker, words of survivorship in a will are always to be referred to the period of the testator's death, when no special intent appears to the contrary.